

FIRST AMENDMENT  
to  
INTERCONNECTION AGREEMENT  
between  
  
BELL ATLANTIC- RHODE ISLAND  
  
and  
  
COX COMMUNICATIONS

This First Amendment is entered into this 2<sup>nd</sup> day of June, 1999 by and between Cox Rhode Island Telcom II, L.L.C., d/b/a Cox Communications ("Cox"), a Delaware limited liability company, and New England Telephone and Telegraph Company, d/b/a Bell Atlantic-Rhode Island ("BA-RI"), a New York corporation.

WHEREAS BA-RI and Cox entered into an Interconnection Agreement for the State of Rhode Island dated February 4, 1999 (the "Agreement"); and

WHEREAS Section 6.3 of the Agreement requires that the Parties develop a mutually agreeable Meet-Point Billing arrangement; and

WHEREAS the Parties now wish to amend the Agreement to incorporate the Meet-Point Billing arrangement they have developed;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BA-RI and Cox hereby agree to amend the Agreement as follows:

1. The Agreement is hereby amended to add the attached Schedule 6.3, which describes the Meet-Point Billing Arrangement developed by the Parties pursuant to Section 6.3 of the Agreement.
2. In all other respects the Agreement shall remain in effect and unchanged.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as set forth below:

COX RHODE ISLAND TELCOM II, L.L.C.

BELL ATLANTIC-RHODE ISLAND

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jeffrey A. Masoner

Title: \_\_\_\_\_

Title: Vice-President – Interconnection  
Services Policy & Planning

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **MEET POINT BILLING ARRANGEMENT**

### **1 DEFINITIONS**

- 1.1 "Agreement" means the Interconnection Agreement ("Agreement"), effective as of February 4, 1999, between Cox and BA-RI under Section 251 and 252 of the Act and all Exhibits, Schedules, addenda and attachments referenced therein and/or appended thereto.
- 1.2 "Amendment" means this Amendment to the Agreement, as signed and as subsequently filed with the Rhode Island Public Utilities Commission.
- 1.3 "Exchange Message Record" or "EMR" is as defined in the Agreement. There are two types of EMR that can be used for usage exchange in a Meet-Point Billing environment. Category 11-01 series are used to exchange detailed access usage information. Category 11-50 series summary usage records are used to exchange summarized meet-point-billed access minutes-of-use.
- 1.4 "MECAB" refers to the Multiple Exchange Carriers Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the IXC Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA. For purposes of this Schedule 6.3, the term "MECAB" refers to the referenced document, any future revisions to such document, or any successor or replacement document duly adopted by the Industry.
- 1.5 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design guidelines for Access Services - Industry Support Interface, a document developed by the Billing Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for access service, which is to be provided by two or more LECs. For the purposes of this Schedule 6.3, the term "MECOD" refers to the referenced document, any future revisions to such document, or any successor or replacement document duly adopted by the Industry.
- 1.6 "Multiple Bill/Multiple Tariff Method" is the Meet-Point Billing method where each LEC (or CLEC) prepares and renders its own meet point bill to the Interexchange Carrier for that portion of the jointly-provided Switched Access Service which the LEC (or CLEC) provides, and each LEC (or CLEC) involved applies rates for its portion of the service from its own unique Tariff.

(The industry's MECAB documents may refer to this method as "Multiple Bill/Single Tariff".)

## 2 GENERAL TERMS AND CONDITIONS

- 2.1 Cox and BA-RI will establish Meet-Point Billing ("MPB") arrangements in order to provide to Switched Exchange Access Service customers a common transport option between a Cox Central Office Switch and a BA-RI Access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the Ordering and Billing Forum's (OBF's) MECAB and MECOD documents, except as modified herein, and in Cox's and BA-RI's applicable Switched Exchange Access Service Tariffs. The arrangements described herein are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of Cox, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA-RI.
- 2.2 The Parties shall establish MPB arrangements between the applicable Cox Routing Point/BA-RI IXC-serving Wire Center combinations.
- 2.3 Interconnection for the MPB arrangement shall occur at the BA-RI AccessTandem(s) unless otherwise agreed to by the Parties.
- 2.4 Cox and BA-RI will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Schedule 6.3.
- 2.5 Cox and BA-RI, or either Party's appointed billing agent, shall implement the Multiple Bill/Multiple Tariff Method in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by each Party, respectively.
- 2.6 The rate elements to be billed by each Party are as set forth in Cox's and BA-RI's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA-RI serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 2.7 below.
- 2.7 The MPB billing percentages for each new Cox Routing Point/BA-RI IXC-serving Wire Center combination shall be calculated according to the following formula:

$a / (a+b)$  = Cox Billing Percentage  
and  
 $b / (a+b)$  = BA-RI Billing Percentage

where:

a = the airline mileage between the Cox Routing Point and the actual point of interconnection for the MPB arrangement;  
and

b = the airline mileage between the BA-RI Wire Center serving the IXC and the actual point of interconnection for the MPB arrangement.

### 3 DATA FORMAT AND DATA TRANSFER

- 3.1 BA-RI shall provide Cox with the Switched Access Detail Usage Data ("EMR 11-01" or "AUR") records for all applicable calls that have transited BA-RI's Access Tandem(s) for termination to Cox switches, via a mutually agreed upon medium, no later than ten (10) business days after the date the usage occurred, at the charges set forth in Exhibit A of the Agreement. At the present time, BA-RI offers the option of either (i) magnetic tape; or, subject to applicable BA-RI operations standards, (ii) Connect: Direct data transmission (also referred to as 'NDM'), for provision of Switched Access Detail Usage Data to CLECs.
- 3.2 Cox shall provide BA-RI with the Switched Access Summary Usage Data ("EMR 11-50" or "SUR") records for all applicable originating and terminating calls on magnetic tape or via such other medium as the Parties may mutually agree to, no later than ten (10) business days after the date of Cox's rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.
- 3.3 At such time as the Parties are able to file mutually agreed-to billing percentages in the NECA tariff, Cox shall do so promptly.
- 3.4 The Parties will use the following addresses for exchanging magnetic tapes pursuant to Sections 3.1 and 3.2 above:

to Cox:  
Communications Data Group  
102 S. Duncan Road  
P.O. Box 4036  
Champaign, IL 61824-4036  
Attention: Kris Mitchell  
tel. (888)234-4443

to BA-RI:  
New York State Access Pool  
c/o ACM  
1309 Main Street  
Rotterdam Junction, NY 12150  
att: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29.12 of the Agreement.

- 3.5 Reserved.
- 3.6 The Parties agree to exchange test files to support the initial implementation of the processes defined in this Agreement, and any subsequent changes that materially alter those processes during the term of the Agreement.
- 3.7 The Parties agree to exchange Billing Account Reference (BAR as defined by MECAB) and Billing Account Cross Reference (BACR as defined by MECAB) information and information regarding Initial Billing Company/Subsequent Billing Company (IBC/SBC defined by MECAB) billing cycles. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the Operating Company Number ("OCN") changes.
- 3.8 Each Party will comply with the MPB notification process as outlined in the MECAB document. BA-RI will provide Cox with all IXC billing information required by the MPB notification process as outlined in the MECAB document, including the billing name, billing address, and Carrier Identification Codes ("CIC"s) of all IXCs that transit BA-RI's Access Tandem(s), and identification of the IXC's serving Wire Center. Any IXC billing information provided by BA-RI to Cox with respect to Meet Point Billing will be used solely for that purpose.
- 3.9 BA-RI reserves the right to bill the IXC BA-RI's applicable Tariff charges for that portion of the service that BA-RI is providing.
- 3.10 Cox reserves the right to bill the IXC Cox's applicable Tariff charges for that portion of the service that Cox is providing.
- 3.11 The Parties agree to conform to MECAB and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines within a reasonable period of time defined by such guidelines and prevailing industry standards, unless both companies mutually agree to exceptions to such guidelines in their application of the "Multiple Bill/Multiple Tariff Method". The Parties agree to review future changes or enhancements to Meet Point Billing, including but not limited to OBF, EMR or Bellcore releases, to determine if these changes or en-

hancements will be made to their respective billing systems. Each Party agrees to bear the expense of changing or enhancing its own billing system.

- 3.12 During the term of the Agreement, the terms and conditions of this Schedule 6.3 shall apply to all MPB arrangements between Cox and BA-RI, subject to subsequent amendments mutually adopted by Cox and BA-RI.

#### 4 ERRORS OR LOSS OF AUR OR SUR DATA

- 4.1 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data.
- 4.2 In the event of a loss of data, where notification has been provided pursuant to section 4.1 above, both Parties shall cooperate and exercise reasonable commercial efforts to reconstruct the lost data. If such lost data cannot be reconstructed, the responsible Party agrees to provide the other Party with a reasonable estimate of the lost usage, and the other Party agrees that its acceptance of such reasonable estimate shall not be unreasonably withheld.

#### 5 PAYMENT

- 5.1 Except as set forth in Exhibit A of the Agreement, the Parties shall not charge one another for the services rendered pursuant to this Schedule 6.3.